



Washington State Health Care Authority

REQUEST FOR PROPOSALS Number K478

BRANDING AND STRATEGIC MARKETING FOR THE WASHINGTON STATE HEALTH INSURANCE EXCHANGE

PROPOSAL DUE DATE: AUGUST 17, 2011

EXPECTED TIME PERIOD FOR CONTRACT:

OCTOBER 6, 2011 THROUGH MAY 22, 2012

CONSULTANT ELIGIBILITY: This procurement is open to those consultants which satisfy the minimum qualifications stated herein and which are available for work in Washington State.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in assisting HCA with developing the brand and a marketing strategy for the new Washington State Health Insurance Exchange, hereafter called “the Exchange.”

Overview

On March 23, 2010, President Obama signed into law a bill to bring health care reform to Americans. An “exchange” is a key provision of the new federal health care reform law that creates a new marketplace for each state to offer health benefits to individuals and small businesses. Exchanges can be developed by individual states or by the federal Department of Health and Human Services, but they must be in place by January 1, 2014. Washington State made the decision to develop its own Exchange and passed enabling legislation to create a state-based Exchange (see Health Benefit Exchange Enabling Legislation: <http://apps.leg.wa.gov/documents/billdocs/2011-12/Pdf/Bills/Session%20Law%202011/5445-S.SL.pdf>).

With a \$23 million federal grant, the HCA is taking the lead in the initial phase of developing the Exchange for Washington State. The Exchange will provide a consumer-friendly online portal to allow people to easily compare their health insurance choices, enroll in what works best for them, and have access to tax credits and cost-sharing subsidies to make their coverage more affordable.

Target audiences and stakeholders

Approximately 13% of Washington State residents under the age of 65 do not have health insurance. Nearly 5% of all residents purchase their own individual coverage. Both of these populations will be key audiences that may benefit from purchasing health insurance through the Exchange. Early estimates indicate nearly 600,000 people in Washington State will be eligible for the premium tax credits. About half of those are currently uninsured.

Another key component of the Exchange will be offering group coverage for small businesses through the Small Business Health Options Program (SHOP). Small businesses in Washington State with up to 50 employees will be the target audience in 2014 and 2015. Beginning in 2016, the SHOP will be extended to businesses with up to 100 employees.

Key stakeholders for the Exchange include:

- Consumers
- Small businesses
- Advocacy organizations
- Health insurance carriers
- Insurance agents/brokers (producers)
- Health care providers (hospital and medical associations)
- Tribes
- State-elected officials

The HCA is looking to partner with a highly energetic and creative team of professionals who have extensive experience in branding and building successful marketing strategies for well-known entities, programs, products, or statewide initiatives.

For more information on progress to date, go to <http://www.hca.wa.gov/hcr/exchange.html>.

Other helpful resources:

- Massachusetts Exchange, the HealthConnector: <https://www.mahealthconnector.org/portal/site/connector/>
- Department of Health and Human Services' recently proposed rules on Exchanges: http://ofr.gov/OFRUpload/OFRData/2011-17610_PL.pdf

1.2. OBJECTIVE

The successful contractor will be responsible for producing a work plan for the project, conducting market research and stakeholder analysis, developing the brand name and graphic identity, and creating the marketing and engagement strategy for the Exchange. The objective is to introduce the Exchange to the citizens of Washington State in a way that prepares, educates, and motivates them to find out if health insurance through the Exchange is right for them.

1.3. QUALIFICATIONS

Minimum qualifications for responsive proposals are:

- The Consultant must be licensed to do business in the State of Washington or be willing to obtain a business license before contract signing.

- The Consultant must have 5 years experience in brand development, including experience working with well-known entities, programs or statewide initiatives.
- The Consultant must have 5 years experience in developing strategic marketing plans for well-known entities, programs or statewide initiatives.
- Submit documents required by this RFP, on time.

Consultants who do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

Desirable qualifications include:

- Experience in the health care or health insurance industries.
- An office located in Washington State.

1.4. FUNDING

The HCA has budgeted an amount not to exceed \$700,000 for this project. The HCA believes that this amount is adequate to accomplish the work.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. Should funding be reduced or eliminated for any reason the RFP or contract may be terminated as the sole discretion of the HCA.

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 6, 2011 and to end on May 22, 2012. The HCA reserves the right to extend the contract for up to two years, at the sole option of the HCA by written amendment, in whatever time periods the HCA deems appropriate.

1.6. DEFINITIONS

Definitions for the purpose of this RFP include:

Bidder - Person or company submitting a proposal in order to attain a contract with HCA.

Consultant - Person or company submitting a proposal in order to attain a contract with HCA.

Contractor - Individual or company whose proposal has been accepted by the HCA and is awarded a fully executed, written contract.

HCA - The Health Care Authority is the agency of the State of Washington that is issuing this RFP.

Navigators – Individuals or organizations that help individuals or small businesses navigate the path to purchasing insurance through the Exchange.

Producer – Health insurance brokers or agents licensed in Washington State.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) - Formal procurement in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.7. AMERICAN WITH DISABILITIES ACT

The HCA complies with the American with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the HCA for this procurement, except for protests. All communication between the Consultant and the HCA shall be with the RFP Coordinator. Questions and emails about this RFP must be sent to:

Vicky Brant, RFP Coordinator
Health Care Authority

E-mail: contracts@hca.wa.gov

Please include RFP # K478 in the subject line of your email.

Consultants are to rely on written statements issued by the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the RFP Coordinator.

Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	July 25, 2011
Question and answer period	July 25-August 4, 2011, 3 p.m. Pacific time
Preproposal teleconference (if necessary)	TBD
Last date for questions regarding RFP	August 4, 2011, 3 p.m., Pacific Time
Letter of Intent Due	August 4, 2011, 3 p.m., Pacific Time
Place addendum to RFP on HCA web site	August 6, 2011
Proposals due	August 17, 2011, 3 p.m. Pacific time
Evaluate proposals	August 18 – 25, 2011
Conduct oral interviews with finalists, if required	August 26 – Sept. 9, 2011
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	September 13, 2011
Hold debriefing conferences (if requested)	September 21, 2011
Finalize contract	September 21, 2011
File contract with OFM	September 22, 2011
Begin contract work	October 6, 2011

The HCA reserves the right to revise the above schedule. All times stated in this RFP are local time.

2.3. PREPROPOSAL TELECONFERENCE

A preproposal teleconference may be scheduled at the sole discretion of the HCA. If a preproposal teleconference is scheduled, the date and time will be posted on the RFP site as soon as it is scheduled. Consultants are responsible for checking the site to learn whether a preproposal teleconference is scheduled.

The HCA shall be bound only to written answers to questions. Any oral responses given at the preproposal teleconference, if any, shall be considered unofficial. A copy of the questions and answers from the preproposal teleconference will be posted on the solicitation web site.

2.4. BIDDER'S QUESTIONS AND ANSWERS

You may send questions concerning the RFP via email to Vicky Brant at contracts@hca.wa.gov . **Please include RFP # K478 in the subject line of your email:**

HCA will only answer questions received before 3 p.m. on August 4, 2011. In the interest of fairness, HCA will only answer questions received **in writing** via email. **Do not call the RFP Coordinator to ask questions.** HCA will post all of Bidders' questions and HCA's official written answers on the HCA website: http://www.hca.wa.gov/rfp/branding_and_marketing

2.5. LETTERS OF INTENT

Consultants intending to submit a proposal must send a written, non-binding, Letter of Intent no later than the due date identified in Section 2.2 of this RFP. The Letter of Intent must be e-mailed to the RFP Coordinator at the e-mail address identified in Section 2.1 of this RFP.

Failure to submit a Letter of Intent- to the HCA shall disqualify the Consultant organization from further participation in the RFP.

The Letter of Intent must:

- a. State that the Vendor intends to respond.
- b. Include the company name, mailing address, primary contact name; telephone number, and e-mail address.
- c. State how the Consultant meets the first three items in the Minimum Qualifications in RFP Section 1.3 above.
- d. State the Vendor's Federal Tax ID number and Washington State Uniform Business Identification (UBI) number.

Address the Consultant's Letter of Intent-to-Propose to:

ATTN: Vicky Brant
RE: RFP #K478 – Letter of Intent
Health Care Authority
E-mail: contracts@hca.wa.gov

The Consultant's Letter of Intent-to-Propose must be received no later than 3:00 p.m. Pacific Time on the date stated in the schedule in Section 2.2 of this RFP.

2.6. SUBMISSION OF PROPOSALS

Consultants are required to submit six hard copies, including one with original signatures, plus an electronic copy via email. The envelope should be clearly marked to the attention of the RFP Coordinator and include the RFP title and number.

All proposals, whether mailed or hand delivered, must arrive at the HCA no later than the date and time listed on the Schedule, 2.2 above.

Proposals are to be sent to the RFP Coordinator at:

Mailing address:

Vicky Brant
Health Care Authority
PO Box 42702
676 Woodland Square Loop SE
Olympia, WA 98504-42702

Delivery Services Address:

Vicky Brant
Health Care Authority
3819 Pacific Avenue SE, Suite A
Lacey, WA 98503

The electronic copy of the proposals must be in PDF format, and must be sent to: contracts@hca.wa.gov. **Please include RFP # K478 in the subject line of your email.**

Responses sent by facsimile will not be acceptable and will be disqualified from consideration. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the HCA and will not be returned.

2.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the HCA.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the HCA and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.040 to 42.56.550, "Public Records Act."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.040 to 42.56.550 must be

clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The HCA will consider a Consultant's request for exemption from disclosure; however, the HCA will make a decision predicated upon chapter 42.56 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.8. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the HCA web site, as follows:

http://www.hca.wa.gov/rfp/branding_and_marketing

For this purpose, the published questions and answers from the preproposal conference (if necessary) and any other pertinent information shall be considered an addendum to the RFP and also placed on the web site.

The HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.9. ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by HCA from the due date for receipt of proposals.

2.10. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The HCA also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.11. MOST FAVORABLE TERMS

The HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The HCA does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the HCA.

2.12. CONTRACT AND GENERAL TERMS & CONDITIONS

By responding to this RFP Consultants agree to the terms of the RFP which include entering into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Letter of Submittal (item I). The HCA will review requested exceptions and accept or reject the same at its sole discretion. The contract resulting from this RFP will be a performance based contract in compliance with the Governor's Executive Order 10-07 and contain performance measures and standards.

2.13. COSTS TO PROPOSE

The HCA will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.14. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the HCA to contract for services specified herein.

2.15. REJECTION OF PROPOSALS

The HCA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.16. FAILURE TO COMPLY

The Consultant is specifically notified that failure to comply with any part of the Request for Proposals may result in rejection of the proposal as non-responsive.

2.17. COMMITMENT OF FUNDS

The Administrator of the HCA or his delegate are the only individuals who may legally commit the HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.18. SIGNATURES

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

3. PROPOSAL CONTENT

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper and placed in binders with tabs separating the major sections of the proposal. The four major sections shall include:

- a. Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFP).
- b. Technical Proposal.
- c. Management Proposal.
- d. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items

marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

- a. Identifying information about the Consultant to include the following:
 1. The bidder’s business name, address, telephone number, email address (if any) and fax number.
 2. The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
 3. The name, address, email address and telephone number of any sole proprietor, and of the partners or principal officers as appropriate.
 4. The name of the person who will have primary contact with the Health Care Authority in carrying out the responsibilities of this contract.
 5. The name(s) and titles of all persons authorized to speak on behalf of the bidder on matters related to this procurement.
 6. The name and address of the entity that receives legal notices for the bidder.
- b. If proposal is being submitted in partnership with one or more entities, identify the entities and their primary responsibilities if selected as the Apparent Successful Bidder. Provide brief description of the relationship with the Consultant and the process for determining which entity will perform the work.
- c. Provide a statement affirming that by submitting a response to this solicitation, the bidder and its key subcontractors represent that they are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract if selected for contract award.
- d. State your Washington Uniform Business Identification (UBI) number. The Bidder must be licensed to do business in the state of Washington before any resulting contract is executed. Provide your organization’s UBI number issued by the Washington State Department of Licensing or an affirmation that your organization will obtain a business license before executing a contract.

- e. State your Washington State Minority or Women-owned Business Enterprise (MWBE) registration number, if applicable.
- f. Statement certifying status as a veteran/service member-owned business (Chapter 41.04.007 RCW) operating in Washington State, if applicable
- g. Statement certifying status as a small business operating in Washington State, if applicable
- h. State your Federal Employer Tax Identification Number. If you are a sole proprietor, you may use the following format when submitting your Federal ID number: xxx-xx-1234. For the "1234", please use the last 4-digits of your social security number. If you are selected as a successful bidder, we will send you a W-9 to obtain your complete Federal ID/SSN number.
- i. Conflict of Interest information:
 - If any of your employees or officers or your subcontractors employees or officers were employed by the state of Washington during the last two years, state their positions within your organization, state their proposed duties under any resulting contract, their duties and position during their employment with the state and the date of their termination from state employment. Specifically identify any former employees who chose to retire under the 2008 Early Reduction Factors (ERF) and were Plan 2 and 3 members of the following systems: Public Employees' Retirement System (PERS); School Employees' Retirement System (SERS); and Teachers' Retirement System (TRS).
 - If any owner, key officer or key employee of the Bidder is related by blood or marriage to any employee of HCA or has a close personal relationship to same, identify all the parties, identify their current or proposed positions and describe the nature of the relationship.
 - If the Bidder is aware of any other real or potential conflict of interest, the Bidder must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, HCA determines that a potential conflict of interest exists, HCA may, at its sole option, disqualify the Bidder from participating in this procurement. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Bidder or the Termination for Default of any contract with the Bidder resulting from this procurement with the Bidder.
- j. Bidders must indicate whether they have had a contract terminated for default in the last five years. Termination for default is defined as a notice to stop work due to the bidder's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the bidder, or litigated and determined that the bidder was in default.

If the bidder has had a contract terminated for default in the last five years, the bidder must submit full details including the other party's name, address and telephone number. The bidder must specifically grant HCA permission to

contact any and all involved parties and access any and all information HCA determines is necessary to satisfy its investigation of the termination. HCA will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of the bidder in this procurement.

- k. The page numbers and names of any proposal elements being claimed as “Proprietary” or “Confidential” (see Section 2.7). Include an explanation for each claim of confidentiality.
- l. Any alternate contract language you wish to propose (see Section 2.12). If alternate contract language is longer than one page, attach it to your Letter of Submittal as a separate document.
- m. A list of all RFP amendments by amendment issue date. Bidder questions/HCA responses are considered an amendment to the RFP.
- n. A detailed list of all materials and enclosures being sent in the proposal.

3.2. TECHNICAL PROPOSAL (SCORED)

3.2.1. Scope of Work

The successful Consultant will do all things necessary to develop the branding and strategic marketing plan for the Exchange. Bidders must propose a set of deliverables and a project schedule in its response to this RFP. The HCA believes that a set of deliverables may be similar to the Tasks and Deliverables below. However, Consultants are free to develop and propose a set of deliverables and a project schedule (within budget) based upon their experience and expertise which may be substantially different from the Tasks and Deliverables listed below.

The contract resulting from this RFP will be a performance-based contract, and must meet agreed upon criteria for deliverables. Full payment will depend on the deliverables being received on-time and approved by the HCA. Late or partial completion of the deliverables will result in partial payment. This process will be further defined in the contract negotiations process.

Tasks and Deliverables

Task 1: Develop a workplan which includes the Consultant’s unique approach and detailed timeline for Tasks 2, 3 and 4.

Deliverables	Due Dates
Draft workplan	October 5, 2011
Final workplan	October 14, 2011

Task 2: Develop and implement the strategy for conducting market research and stakeholder analysis through focus groups, surveys, and one-on-one interviews with key stakeholders and target audiences related to individual coverage.

(Similar work with small businesses will be conducted by a separate consultant using separate funding.) Share market research and workplan with key stakeholders and gather feedback. Use gathered research to inform the development of Tasks 3 and 4. Research potential role of navigators and make recommendations for a legislative report (prepared by the HCA) due December 31, 2011.

Deliverables	Due Dates
Draft report: recommendations on the role of navigators	December 5, 2011
Final report: recommendations on the role of navigators	December 15, 2011*
Draft report: market research and stakeholder analysis	January 16, 2012
Final report: market research and stakeholder analysis	January 31, 2012

*Firm date. This report needs to be included in a legislative report due December 31, 2012.

Task 3: Develop the brand and graphic identity to communicate the goals of Washington State's Health Insurance Exchange. Includes development of the brand name.

Deliverables	Due Dates
Name of the Exchange	February 15, 2012
Mission and vision statements, and tagline/slogan	March 1, 2012
Logo (vertical, horizontal and square treatments, B/W, grayscale, and color treatments; may include copyright or trademark)	March 1, 2012
Styleguide and templates for print and interactive media (includes colors, shapes, website, and print; specifics include business card, letterhead, envelope, report, brochure, poster, website [limited to branding on homepage and content page], Powerpoint presentation, and mobile devices)	March 1, 2012

Task 4: Create the strategic marketing and engagement plan to educate individuals and small businesses in Washington State through 2014 about the benefits of the Exchange. Includes:

- Grassroots initiatives with partner organizations interested in helping to educate the public about the Exchange
- Comprehensive, statewide, multi-lingual print and online advertising campaign and media strategy

- Outreach, engagement and training strategy for navigators
- Measurement—defines how we will measure success

Deliverables	Due Dates
Draft strategic marketing and engagement plan	March 15, 2012*
Final strategic marketing and engagement plan	May 1, 2012

*Firm date. Draft plan needs to be included in a federal grant application (prepared by the HCA) due March 30, 2012.

3.2.2 CONSULTANT'S RESPONSE TO SCOPE OF WORK, DELIVERABLES, AND PROJECT SCHEDULE

The Consultant can propose the set of deliverables and project schedule described in this RFP. Or, the Consultant can propose an alternative set of deliverables and/or project schedule that demonstrates a favorable methodology or provides a better opportunity to successfully achieve the objective. For the HCA to consider and score the alternative set of deliverables, the Consultant will need to include the deliverables in its proposed project schedule. The Consultant will not lose points by proposing an alternative set of deliverables or project schedule, if the alternative(s) is justified and acceptable to the HCA. See section 4.1 on evaluating consultant proposals for more information.

It might not be possible for the HCA to adopt the set of deliverables proposed by the apparent successful contractor. In that case, the HCA and apparent successful contractor will negotiate an agreed-upon set of deliverables in the final contract.

3.3. MANAGEMENT PROPOSAL

3.3.1 Project Management (SCORED)

a. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

b. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating

the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, and significant accomplishments. Identify any other pertinent information such as experience working with Boards or groups that have diverse membership. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the HCA.

c. Experience of the Consultant (SCORED) and References (SCORED for top-scoring proposers only)

The Consultant will briefly describe in five pages or less two engagements it has completed within the last five years that most closely resemble the work described in this RFP. Include portfolio materials for each engagement (limited to 10 items for each engagement).

The Consultant's response should address such issues as these: Who was the Consultant's customer? Did the Consultant meet the expectations of the customer, and if so, how? What key results did the Consultant produce for the customer? How, to the Consultant's knowledge, did the customer use the results?

The two engagements will be the Consultant's first two references. The Consultant must provide a third reference from a contract performed in the last five years. Please provide contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The Consultant must grant permission to the HCA to contact the references. Do not include current HCA staff as references. References will be contacted for the top-scoring proposal(s) only.

3.3.2 Related Information (MANDATORY)

- a. If the Consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- b. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

- c. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- d. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The HCA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.4. COST PROPOSAL

The cost proposal must be priced by deliverable, not to exceed the total amount budgeted for this project (see 1.4 Funding).

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

3.4.1 Identification of Costs (SCORED)

The Consultant is to identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the contract. The cost proposal should be priced by task and deliverable (including travel and administrative expenses) and should not exceed the amount budgeted for this project (see 1.4 Funding). The cost proposal must use the format in Exhibit D.

If the Consultant proposes any alternatives to the required tasks or deliverables, or deviations from the methods required or recommended to accomplish them, the cost proposal must clearly separate and identify the costs associated with the alternatives.

Travel expenses can be reimbursed at the current State travel reimbursement rates which are listed at:
<http://www.ofm.wa.gov/policy/10.10.htm>).

Consultants are required to collect and pay Washington State sales tax, if applicable. The HCA is not allowed to render an opinion as to whether

certain taxes apply to products and services resulting from an anticipated contract. If in doubt, the Consultant should contact the Washington State Department of Revenue.

4. EVALUATION AND CONTRACT AWARD

4.1. PROCEDURE

- a. Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued.
- b. Proposals will receive an initial review to determine whether they meet the minimum requirements stated in the RFP.
- c. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the HCA, which will complete the evaluation and rank the proposals. Evaluators will independently score proposals and the evaluation team will meet to rank the proposals and reach a consensus score.
- d. References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.
- e. HCA may elect to hold oral presentations for top-scoring firm(s).

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 50%	50 points
Project Approach/Methodology	35 points (maximum)
Project Schedule and Deliverables	15 points (maximum)
Management Proposal – 35%	35 points
Project Team Structure/Internal Controls	10 points (maximum)
Staff Qualifications/Experience	10 points (maximum)
Experience of the Consultant	20 points (maximum)
Cost Proposal – 15%	<u>15 points</u>
GRAND TOTAL FOR WRITTEN PROPOSAL	100 POINTS

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The HCA, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the HCA elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral presentation can be considered independently and used to determine the apparently successful contractor.

4.4. NOTIFICATION TO PROPOSERS

Bidders whose proposals have not been selected for further negotiation or award will be notified by e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

A Bidder may submit a protest only after a debriefing conference has been both requested and held with that Bidder.

4.6. PROTEST PROCEDURE

4.6.1. Any unsuccessful Bidder may protest the contract award made under this RFP by following the procedures described below. HCA will not consider any protests that do not follow these procedures. No additional recourse is available within HCA.

4.6.2. HCA shall consider only those protests concerning a matter of bias, discrimination or conflict of interest, material errors in tabulation, or material failure to follow procedures stated in the RFP or agency policy.

4.6.3. Division of Legal Services shall not accept any protest before the announcement of the Apparently Successful Bidder. Division of Legal Services must receive a preliminary protest within three business days of the announcement of the Apparently Successful Bidder by Division of Legal Services and must receive the formal protest within three business days of the debriefing or inspection/receipt of materials as stated in section 4.6.4, whichever is sooner. Both the preliminary protest and the formal protest must cite the basis of the protest (see section 4.6.2). Failure to cite the basis of the protest in either case will result in rejection of the protest.

4.6.4. Any Bidder may request copies of RFP documents or may inspect RFQQ documents to obtain information on which to base a protest. Such a request must be in writing, must state the basis of the unsuccessful Bidder's preliminary protest and must be received within three business days of the announcement of the Apparent Successful Bidder by Contracts Office. The information, if disclosable, will either be sent to or made available to the requesting party within three business days of receipt of the request by the Division of Legal Services (see section 2.5).

4.6.5. Upon receipt of a valid formal protest, the Division of Legal Services will conduct a protest review. The purpose of the review is to assure agency policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. The protest review will not contain a review of bids or scores assigned. A written decision regarding the protest will be issued by the Division of Legal Services.

4.6.6. Any protests must be written, signed by the protesting Bidder or an authorized representative, and mailed or hand delivered. E-mails, telegrams, faxes or similar transmittals will not be considered. The protest must state all facts and arguments on which the protesting party is relying. Address a protest to:

Health Care Authority
Division of Legal Services
P.O. Box 42702
Olympia, Washington 98504-2702
RE: RFP # K478 Protest
ATTN: Contracts Manager

5. RFP EXHIBITS

Exhibit A - Certifications and Assurances

Exhibit B – Draft Personal Service Contract Format including General Terms and Conditions (GT&Cs)

Exhibit C – Checklist for Responsiveness

Exhibit D – Cost Proposal Format

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Health Care Authority (HCA) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the HCA the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date

DRAFT

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
WASHINGTON STATE HEALTH CARE AUTHORITY
AND**

This Contract is made and entered into by and between the Washington State Health Care Authority hereinafter referred to as the "Authority," and the below named firm, hereinafter referred to as "Contractor,"

Contractor Name: _____
Address: _____
City, State & Zip Code: _____
Phone: _____
E-mail Address: _____

PURPOSE

The purpose of this contract is for the Contractor to develop a branding and strategic marketing plan for the Washington State Health Exchange.

SCOPE OF WORK

- A. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

NOTE: The final Scope of Work will be determined based on the Apparent Successful Bidder's proposal and negotiation with HCA.

- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the Authority and the Contractor, and specific obligations of both parties.
- C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

This is a performance based contract in compliance with the Governor's Executive Order 10-07, and specific criteria have been included in the Statement of Work.

All written reports required under this contract must be delivered to the HCA Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from **October 6, 2011**, date of execution by the parties, or notification of earliest start date and approval by the Office of Financial Management (OFM) pursuant to Chapter 39.29 RCW, and/or ESHB 2921, whichever is later, through May 22, 2012. The HCA reserves the right to extend the contract for up to two years, at

the sole option of the HCA by written amendment, in whatever time periods the HCA deems appropriate.

OFM FILING REQUIREMENT

Under the provisions of Chapter 39.29 RCW and/or ESHB 2921, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until notification of earliest start date and approval by OFM. In the event OFM fails to approve the contract the contract shall be null and void.

COMPENSATION AND PAYMENT

The Maximum Not-To-Exceed Compensation, which includes any allowable expenses, payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work is \$ XXXX.XX. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms but in no event shall the cost or payment exceed the Maximum Not-to-Exceed Compensation associated with this Contract:

NOTE: Payment will be based upon satisfactory acceptance of deliverables. The deliverables and payment schedule will be determined in the contract negotiations with the Apparent Success Bidder.

SOURCE OF FUNDS: FEDERAL: \$700,000 STATE: \$0 OTHER: \$0
TOTAL: \$700,000

Federal funds disbursed through this contract were received by HCA through OMB Catalogue of Federal Domestic Assistance Number: 93.525. Contractor agrees to comply with applicable rules and regulations associated with these federal funds.

Contractor and Authority agree that timely completion by Contractor of all Work and delivery of any Work Products is critical, and no additional compensation shall be paid unless the scope of work under the Contract is expanded by written amendment executed by authorized representatives of the Contractor and Authority.

BILLING PROCEDURES

NOTE: Payment will be based upon satisfactory acceptance of each deliverable.

Contractor shall submit correct invoices to the HCA Project Manager for all amounts to be paid by the HCA hereunder. All invoices submitted must meet with the approval of the Project Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld. Contractor shall only submit invoices for Services or Deliverables as permitted by this section of the Contract. The Contractor shall not bill the HCA for services performed under this contract, and the HCA shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. The HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number and order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Invoices shall describe and document to the HCA's satisfaction a description of the work performed; the progress of the project; and fees.

HCA will make payment to the Contractor within 30 days upon receipt of properly executed invoice vouchers. Payment shall be considered timely if made by the HCA within thirty (30)

days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. (Note: Failure to submit a properly completed IRS form W-9 may result in delayed payments.) Upon expiration of the contract, any claims for payment for costs due and payable under this contract that are incurred prior to the expiration date **must** be submitted by the Contractor to HCA within **60 days** after the contract/agreement expiration date. Belated claims shall be paid at the discretion of the HCA and are contingent upon the availability of funds.

The HCA may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the HCA.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for Contractor is:

Contract Manager for Authority is:

Name	Name
Address	Address
Phone Number	Phone Number
Email Address	Email Address

ASSURANCES

Authority and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Contractor's Proposal Dated August 17, 2011
- Exhibit C – Request for Proposals Dated July 25, 2011
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the Authority's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

HEALTH CARE AUTHORITY

Signature

Signature

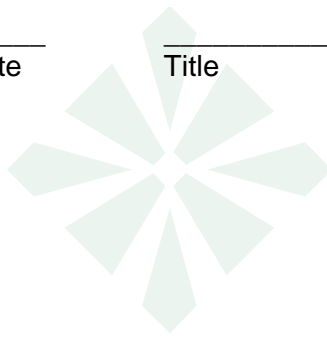
Title

Date

Title

Date

APPROVED AS TO FORM:
ATTORNEY GENERAL'S OFFICE



Washington State
Health Care Authority

EXHIBIT A TO DRAFT CONTRACT
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Authority" shall mean the Washington State Health Care Authority, any division, section, office, unit or other entity of the Authority, or any of the officers or other officials lawfully representing the Authority.
- B. "Agent" shall mean the Washington State Health Care Authority Administrator and/or the Administrator's delegate authorized in writing to act on behalf of the Administrator.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing services under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

2. ACCESS TO DATA

In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to Authority, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for services furnished by the Contractor pursuant to this contract.

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ANTITRUST ASSIGNMENT

Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this contract.

7. ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

8. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Authority, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Authority, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Authority may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Authority provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Authority. The Authority shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Authority effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Authority a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Authority.

The Contractor shall exert all reasonable effort to advise the Authority, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Authority shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Authority shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Authority shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between HCA and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Contracts Office which shall oversee the following Dispute Resolution Process: HCA shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; HCA's and Contractor's representatives shall mutually

agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.

A party's request for a dispute resolution must:

- be in writing,
- state the disputed issues,
- state the relative positions of the parties,
- state the contractor's name, address, and his/her department contract number,
- be mailed to HCA Contracts Office, PO Box 42702, Olympia, WA 98504-2702 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

14. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Authority, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Authority. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Authority or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course

of this contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the Authority may deduct the amount of premiums and any penalties owing from the amount payable to the Contractor under the Contract and transmit the same to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the Authority.

18. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insured's under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give Authority 30 days advance notice of any insurance cancellation.

Contractor shall submit to Authority within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract. (See 19.02 RCW for state licensing requirements/definitions).

20. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

21. NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Authority. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Authority or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Authority reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Authority. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Authority for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

23. RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this contract and performance the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the Authority, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor shall retain such records for a period of six (6) years after the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

25. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the Authority, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

26. SAFEGUARDING OF INFORMATION

The use or disclosure by any party of any information concerning the Authority for any purpose not directly connected with the administration of the Authority's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the Authority.

27. SEVERABILITY

If any provision of this contract or any provision of any documents incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

28. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Authority. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Authority for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Authority or as provided by law.

29. SYSTEM SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the Authority Network without prior written authorization from Authority's Information Systems Manager. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the Authority Information Services prior to being connected to any Authority network connection and that it must have up to date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to Authority networks and systems is a violation of Authority Policy 06-03 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

30. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

31. TERMINATION FOR CAUSE

In the event the Authority determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Authority has the right to suspend or terminate this contract. The Authority shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The Authority reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Authority to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Authority provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

32. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agent may, by giving ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interest of the Authority. If this contract is so terminated, the Authority shall be liable

only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

33. TERMINATION FOR WITHDRAWAL OR REDUCTION OF FUNDING

In the event funding from any state, federal, or other sources is withdrawn, substantially reduced, or limited in any way after the effective date of this Agreement and prior to the termination date, HCA may terminate this Agreement upon sixty (60) days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. If this Agreement is so terminated, HCA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

34. TERMINATION PROCEDURES

Upon termination of this contract the Authority, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Authority any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Authority shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by the Authority and the amount agreed upon by the Contractor and the Authority for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services which are accepted by the Authority; and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Authority may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Authority against potential loss or liability.

The rights and remedies of the Authority provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to the Authority, in the manner, at the times, and to the extent directed by the Agent, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case the Authority has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent the Agent may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the Authority and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract has been completed, would have been required to be furnished to the Authority;
- F. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- G. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

35. WAIVER

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by the Agent and attached to the original contract.



ATTACHMENT XXX FEDERAL CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will,

or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable

Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification

was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
 - 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
 - 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
 - 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.
- #### **7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

- falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Washington State
Health Care Authority

EXHIBIT C

CHECKLIST FOR RESPONSIVENESS

- _____ Proposal was submitted on or before the date and time stated in the RFP Section 2.2, Estimated Schedule of Procurement Activities.
- _____ Required number of proposal copies –six (6) hard copies and one (1) electronic copy.
- _____ Proposal was formatted into four major sections: letter of submittal, technical proposal, management proposal and cost proposal.
- _____ Proposer meets minimum qualification, which are:
 - The Consultant must be licensed to do business in the State of Washington, or state that they are willing to obtain a business license before contract signature.
 - The Consultant must have 5 years experience in brand development, including well-known entities, programs or statewide initiatives.
 - The Consultant must have 5 years experience in developing strategic marketing plans for well-known entities, programs or statewide initiatives.
 - Submit documents required by this RFP, on time.
- _____ Technical Proposal is essentially responsive to core requirements of the RFP.
- _____ Management Proposal is essentially responsive to core requirements of the RFP.
- _____ Costs are not greater than \$700,000, the maximum disclosed as the project budget.
- _____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the sole proprietor if a sole proprietorship.
- _____ If Minority- and Women-Owned Business participation is being claimed, a certification from OMWBE is included.
- _____ References were provided as stated in the RFP.

NOTE: “Yes” answers must be given to each element above for the proposal to be considered responsive.

EXHIBIT D

COST PROPOSAL FORMAT

Task and Deliverable Number	Description of Task/Deliverable	Cost allocated for the Task/Deliverable	Admin Cost	Travel Cost	Total Cost
1					
2					
3					
4					